

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 10/11/2012

Action Requested By:  
Administration

Agenda Item Type  
Resolution

Subject Matter:

Special Employee Agreement with Jessica Carlton

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Jessica Carlton.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \$11.00 hourly

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 10 11 12

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration Council Meeting Date: 10/11/2012

Department Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

Contract or Agreement: Special Employee Agreement

Document Name: Special Employee Agreement with Jessica Carlton

City Obligation Amount: \$11.00 hourly

Total Project Budget: \_\_\_\_\_

Uncommitted Account Balance: \_\_\_\_\_

Account Number: \_\_\_\_\_

## Procurement Agreements

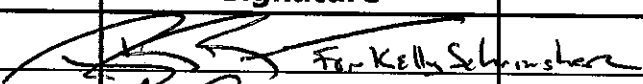
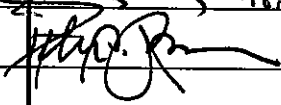
Not Applicable

Not Applicable

## Grant-Funded Agreements

Not Applicable

Grant Name: \_\_\_\_\_

| Department                                  | Signature  | Date     |
|---|--|----------|
| 1) Originating                              |  For Kelly Schumaker |          |
| 2) Legal                                    |                       | 10-10-12 |
| 3) Finance                                  |  |          |
| 4) Originating                              |  |          |
| 5) Copy Distribution                        |  |          |
| a. Mayor's office<br>(1 copies)             |  |          |
| b. Clerk-Treasurer<br>(Original & 2 copies) |  |          |
|   |  |          |

**RESOLUTION NO. 12-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute a Special Employee Agreement by and between the City of Huntsville, Alabama, and Jessica Carlton, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement between the City of Huntsville, Alabama and Jessica Carlton," consisting of two (2) pages, and the date of October 11, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 11th day of October, 2012.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 11th day of October, 2012.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND JESSICA CARLTON**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND JESSICA CARLTON**

**THIS AGREEMENT** is made and entered into on the 11<sup>th</sup> day of October, 2012, by and between Jessica Carlton, an individual, ("Carlton") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Carlton shall be employed by the City of Huntsville as an Assistant in the Administration's Communications Office.
2. Carlton is hereby employed as a special employee of the City, working on a part-time basis, and as such, shall have no authorization to incur any debt or obligation on behalf of the City, and shall not be entitled to any benefits of any kind while working for the City. During the term of this agreement, Carlton shall report to the Director of Communications.
3. The term of this contract shall be for a period of eight weeks, commencing on October 15, 2012.
4. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the other party.
5. During the term of this contract, Carlton shall work when requested by her supervisor and shall be paid an hourly rate of \$11.00, not to exceed thirty-two (32) hours per week.
6. The City shall provide Carlton a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
7. Carlton shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence.
8. Carlton acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Carlton agrees not to disclose the

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: \_\_\_\_\_

confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

9. This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

\_\_\_\_\_  
Jessica Carlton, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle

ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Charles E. Hagood

ITS: Clerk-Treasurer